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HARBOR REGULATIONS

Welcome to Marina Puerto Del Rey. It is our goal to ensure your stay with us is an exceptional experience. We aim to provide excellent service, safety and comfort to all users of Marina Puerto Del Rey. Due to the nature of our business and the work environment, we would like to outline our operational practices to guarantee a safe and eco-friendly work environment. For this reason, your cooperation in observing the following regulations is required.

DEFINITIONS

For purposes of the Harbor Regulations, the following will be construed as defined below:

“Management” – Management refers to certain employees of the Marina that have the decision-making authority stipulated within the Regulations. Commonly referring to Upper Management and Supervisors.

“Marina” – Marina Puerto Del Rey, or Puerto Del Rey including Wetslip, Dry Stack, Boatyard, Varadero, 15 Acres, 10 Acres, Esplanade and any other land that is within the control of Marina Puerto Del Rey.

“Owner” – is the registered owner of the vessel or a person designated by the registered owner as the caretaker of the Vessel. May also be referred to as Vessel Owner, Captain, Superintendent, Operator of Vessel, Administrator, Boat Manager etc.

“VSLA” – Vessel Space License Agreement or Boat Space License Agreement

1.0 GENERAL RULES

1.1 All vessels using the Marina facilities must:

1.1.1 Sign a Vessel Space License Agreement (“VSLA”) immediately upon arrival or prior to arrival at the Marina, except for vessels entering solely for refueling at the Fuel Dock. Any vessel found in the Marina without a valid VSLA will be charged double the transient fees. **The Marina may, at its option, remove or haul-out such vessel at owner’s cost, and without the Marina assuming any responsibility, care or custody of such vessel.**

1.1.2 All vessel owners must maintain valid insurance for their vessels at all times. The policy must have types of coverage and amounts satisfactory to the Marina as outlined in the VSLA. Marina PDR Operations, LLC and PDR Acquisitions LLC shall be named as additional insured on such policies, certificates must include a hold harmless clause for the benefit of Marina, as well as provide for no less than thirty (30) days written notice to Marina in case of cancellation.

An insurance certificate must be provided the moment a Vessel Space License Agreement is signed and **must be updated yearly at the Customer Service office** or by sending an updated certificate to insurance@puertodelrey.com. The Marina reserves the right to obtain a certificate of insurance when Marina deems it necessary or convenient. The Marina may from time to time change its insurance requirements with prior notice to the clients. The above described insurance is not an exhaustive list of requirements. For updated requirements please email insurance@puertodelrey.com.

1.1.3 Complete and sign a ACH/Credit Card Authorization Form with two valid forms of payment either bank account or Credit Card.

1.1.4 Provide evidence of vessel registration.

1.1.5 Provide a valid form of Government issued Identification (driver's license or passport or passport card) for Owner of the Vessel.

1.1.6 A one (1) month deposit will be required at the signing of a new dockage/storage and hook-up charge agreement.

1.1.7 Owner must, in accordance with its terms and conditions, cancel the contract in person at the Customer Service Office prior to permanently removing their vessel from the property. Marina reserves the right to keep deposit due to early cancelation of the contract. If cancelation is due to sale, Owner is responsible for bringing new owner to the marina and requesting a change of ownership and amendment to the contract. Owner is liable for any charges incurred after sale of the vessel when change of ownership has not been performed.

1.1.8 Marina refund policy is available upon request at Marina Office.

1.2 Owners are responsible for the good behavior and conduct of their guests, children, captain, administrator, crew, contractors and pets within the confines of the Marina.

1.2.1 Owners and their guests shall at all times behave in a decorous and quiet manner. **Marina reserves the right of admission and permanence at all times.**

1.2.2 We are pet friendly as long as your pet is friendly. **Pets shall be leashed while in the confines of the Marina and will only be permitted if they do not disturb other people.** Pets should be taken to the "pet area" to relieve themselves and Owners must pick up after their pets. Pets are not permitted in the Cueva Del Mar Restaurant and Bar, Galley, or Deli & Market unless they are properly documented service dogs.

1.3 Owner shall pay Slip, Dry Stack or Vessel Storage charges one (1) month in advance and comply with all posted rules and regulations. In the event of non-compliance with posted rules and regulations or non-payment of vessel dockage/storage charges, the Marina may remove vessel from designated space at the Owner's risk and expense and retake possession of the space.

1.4 Cleaning of fish is not allowed on the dock or finger piers, except in provided facilities. Currently, facilities are provided in Dock 85 and behind the Dock Center in the Main Dock.

1.6 We are a “Shark Friendly” Marina, we do not condone the fishing of sharks and encourage all our clients, visitors and guest to release sharks when one has been caught while fishing. For more information, please visit www.sharkfriendlymarinas.org.

1.7 Commercial pictures, filming and recording devices are not allowed to be used in the Marina premises unless expressly authorized in writing by the Marina. Owners may film or take pictures of themselves or their vessels but filming of others or other vessels without consent of the owner or person being filmed is not permitted.

1.9 Owner will not display any marketing or advertising materials on the vessel while at the facilities of Marina, except one (1) discreet “for sale” sign which shall not exceed 1 ½ x 2 feet in dimensions.

1.10 We ask that you conserve potable water while at the Marina. Please use this natural resource with discretion.

1.11 Supervisors are responsible for directing and supervising employees at the Marina. Employees of the Marina are not to perform or be requested to perform personal services for Owners and or vessel operators or invitees. In the event any Marina employee does perform such service for a member, regardless of when they are performed, such services shall be deemed to be outside the scope of employee’s employment by the Marina and the Marina shall not be responsible in any manner for such employee’s tortious acts, injuries, or remuneration.

1.12 All lost or stolen keys or ID-cards must be reported to the Security Office as soon as possible. To replace a lost or stolen Keys or ID Cards, individuals must contact the Security Office at security@puertodelrey.com or customerservice@puertodelrey.com.

1.13 Marina will charge a \$50 replacement fee for replacement ID-Cards.

1.14 it is Owners are responsible to inform Management of any change in their information, email, address, telephone number. Owners should contact customer service at customerservice@puertodelrey.com or (787) 860-1000 to inform any changes in information.

1.15 Marina reserves the right to de-activate ID Card limiting Owners access to certain Marina facilities should Owner not have insurance up to date and/or a pending balance on their account. Prior notice shall not be required.

1.16 Clients must send a written authorization to customerservice@puertodelrey.com or security@puertodelrey.com when authorizing a contractor or individual to access their vessel. The authorization must indicate the name of the contractor or individual, the work to be carried out and/or access granted, and the time the authorization is valid. If it is an indefinite authorization, the client must indicate so in writing. It is the client's responsibility to cancel an authorization.

1.17 Any contractor who has not been authorized by the owner and is doing work on a vessel will be given a verbal reprimand when it is the first violation and will have cease working

immediately until the vessel owner's authorization is received. The second infraction will result in a \$ 100 fine to the boat.

1.18 The Marina is not responsible for any damages or accidents that the contractor, his personnel or any of the vessel owner's visitors may suffer while carrying out their work on the client's vessel.

2.0 SAFETY

2.1 All Owners and vessels in the Marina shall comply with all applicable federal, state, and local rules and regulations pertaining to the operation and maintenance of vessels.

2.2 The Marina has available certain passenger and utilities carts to provide transportation to Owners and their guests, as per schedule. All passengers must remain seated while cart is in motion; small children and persons with disabilities must be properly secured and protected by their parent or guardian.

2.3 **The Marina is a No Wake Zone.** The maximum speed for vessels in the Marina shall be 5 MPH. All vessels shall be operated under power unless otherwise authorized by Dock Master. Any vessel exceeding the speed limit or operating under sail without prior authorization from the Dock Master will be **fined in the amount of \$250.00**. This fine will be directly charged to Owner's account. Furthermore, if vessel exceeds No Wake Zone speed and there is an accident, Owner shall be responsible for all damages caused.

2.4 Swimming, diving or fishing is not permitted in the Marina except by written authorization. All diving operations must be cleared by Dockmaster and Security.

2.5 Travel lift slips and ramp must always be cleared of vessels. Owner should never leave a vessel tied to any of these slips or ramp. **Any vessel found tied to a slip or ramp without authorization from the Marina will be fined \$250.00.**

2.6 **Electrical Shock Hazards** – The electricity supplied by the Marina is 208 volts / 15, 30, 50, or 200 amps. AC electrical power is dangerous in and around the water. If there is a problem with the wiring, the vessel's wiring or its shore line, contacting concrete or metal docks or the water itself can cause electrical shock. Handling shore power lines when barefoot increases the chance of being electrocuted. Therefore, the Marina prohibits the use of: homemade electrical outlets or cables as well as the use of black tape to put together wiring, cables or electrical outlets. Owners are required to comply with all electrical safety measures and standards.

2.6.1 Boater's Electrical Service Checklist when connecting to shore power:

- Shore power lines and adapters must be clean and dry before use. If they are dropped overboard, do not use until dry and checked by a qualified marine electrician. Keep shore power inlet covers tightly closed when not in use.
- Get permission from Dock Master before connecting to a dock receptacle, and ask if the "polarity" and ground are correct, and when they were last checked.
- Make certain there are no swimmers in the water around your slip.
- Before connecting the shore power cord, turn off both the vessel's main AC circuit breaker and the dock breaker.

- Connect the shore power line to the vessel first, then connect the other end of the line to the dock receptacle and turn on the dock breaker.
- Check the vessel's polarity alarm or light (if it has one) on the AC panel as soon as the dock breaker is turned on. If the polarity is incorrect, shut the breaker off and disconnect the dock end of the shore power line immediately. Report the problem to the Marina Customer Service at customerservice@puertodelrey.com or (787) 860-1000. The Marina will contact a qualified electrician to verify the connections.
- European boats must have adequate adapters for their vessels. Owner will be liable to the Marina for damages or problems caused by an inadequate adapter or connection.

2.6.2 When disconnecting from shore power:

- Shut off the vessel's main AC circuit breaker, then turn off the dock breaker. Disconnect the dock end of the shore power line first.
- Disconnect the shore power line at the vessel's receptacle.
- Should any vessel not disconnect from the shore power cord adequately and there is damage to the electrical pedestal, Owner will be liable to the Marina for damages.
- Clean and dry the shore power cord. Store it in a dry location on board the vessel.

2.6.3 Once a year have a qualified marine electrician perform the following:

- Verify the integrity of the vessel's entire AC shore power grounding system, including the connection to the DC system negative.
- Verify that any galvanic isolators (if installed on your vessel) meet current ABYC standards and are fully functional.
- Inspect shore power lines, adapters and vessel receptacle for any sign of deterioration, including excessive wear, loose connections, signs of sparking or overheating, and bent or pitted blades. If there are any such signs, examine, correct and test the equipment or replace it.

2.6.4 Other Precautions:

- **The use of "homemade" adapters or cords sets are not allowed.** Use only products that are "factory" assembled by a recognized manufacturer (bought in a reputable store). Only marine approved-type electrical connectors and pigtails shall be used to connect to power centers. Read and follow the manufacturer's instructions and warnings.
- If a vessel inspection or repair requires that a person be in the water, disconnect the vessel and nearby vessels from shore power. Before entering the water, check the water for the presence of electricity with a voltmeter or other test equipment. Do not use electrical devices if there is a possibility of your falling into the water with such device since this may result in electrocution.

2.7 In case of a fire, the Marina may take such measures as it considers necessary to protect persons, vessels and property. The Marina is not responsible for measures taken during an emergency situation.

2.8 In case of an emergency such as the breaking of lines, failure of bilge pump, etc., Marina employees may take the necessary precautions to protect the vessel and the Marina and call owner to make the necessary repairs which expenses are to be paid by the owner of the vessel.

2.9 Illegal drugs or controlled substances are not allowed in the Marina nor on any vessel in the Marina.

2.10 No barbecues or open fires are allowed on vessels, docks or in any part of the Marina

2.11 Skateboards, motorcycles, scooters, or similar devices are not allowed on the docks or in any part of the marina, unless authorized by Management.

2.12 All security claims or complaints by Owner shall be made in person at the Security Office, for complaints regarding service or general complaints please contact our Customer Service Office at customerservice@puertodelrey.com or at (787) 860-1000.

2.13 We are obligated to abide by all laws and regulations including those issued by USCG, USCBP, EPA, DRNA and Marina must report spills as required. Clean up activities and fines can be very costly. In the event we find it necessary to perform clean up or containment of spills, any charges incurred will be assessed directly to owner of the vessel that caused the spill or contamination.

2.14 Fines issued to the Marina by agencies, government, and regulatory bodies as a result of Owner's vessel will be charged directly to the Owner and Owner will be responsible.

3.0 WET SLIP FACILITIES

3.1 When assigned to a slip or space, Owner is responsible for inspecting the slip or space, and giving written notice to Marina Customer Service Office at customerservice@puertodelrey.com within five (5) days of any unsuitable or hazardous condition, and of any item requiring repair, maintenance or replacement. **Otherwise, Marina shall not be liable for any claims or damages arising from the condition of the slip or space.** Vessels are subject to inspection by the Marina before occupying slips.

3.2 No part of any vessel shall protrude more than two (2) feet out of the slip into the fairway. Any vessel that protrudes more than two (2) feet out of the slip into the fairway may be allowed at Managements sole discretion as long as neighbors are not bothered and will pay posted charge per additional lineal foot. Length Over All (LOA) shall be measured to include pulpits, bowsprits, swim platforms and any such projections of the vessel.

3.3 Docks shall be kept clear at all times, and the use of docks for temporary storage of equipment, gear and supplies is prohibited. All such storage shall be in your assigned dock boxes provided by the Marina.

3.4 Dock boxes provided by the Marina shall be kept clean and properly secured. Dock Boxes should not be overfilled as this may cause them to break. **Owner will be fined \$300 for broken dock boxes.**

3.5 Dinghies, kayaks, paddleboard shall be kept on board vessels or in spaces rented for them. They may not be stored in the water, on the catwalks, or under the docks for security reasons. There shall not be any dinghy storage nor storage of any equipment on the walkways or piers.

3.6 No vessel shall be used as a place at which business or professional services are conducted, and no advertising or soliciting shall be permitted on any vessel within the Marina, nor by any Owner or his/her invitees or contractors WITHOUT prior approval from Management.

3.7 The Marina has special rules and rates for commercial vessels. Should the Marina discover that a vessel is being used for commercial or business use, the marina shall charge the vessel a commercial rate as deemed appropriate and apply the rate retroactively.

3.8 Transient vessel owners must provide a list to the Marina of all live-aboard personnel, permanent crew and persons allowed on the vessel in the absence of the owner. **Owners of non-transient vessels may not permit others to live or stay aboard their vessels without written approval by the Marina Management.**

3.9 When a vessel owner expects to have his vessel out of a slip for an extended period of time, owner shall notify the Marina in advance by writing. The Marina may use or license this slip during the time of vacancy without credit to the owner. Owner may request a reservation rate, said rate has a maximum term of 3 months, after the term the regular rate shall apply.

3.10 No laundry, advertising or other signs shall be hung on docks or finger piers in the Marina.

3.11 Modifications of docks or finger piers, except those authorized by the Marina Management, are not allowed. Management may require removal of modification to docks at Owners expense and that Owner return it to its original state, should Owner refuse to remove modification within 15 days from written notification, **Owner shall be fined \$500.00**. Any improvements to the docks or slips made by or on behalf of any vessel owner, shall remain the property of Marina without compensation to vessel owner, and may not be removed without Management's written approval.

3.12 Owner will be held responsible for damages made to pedestal, slip, or other property in slip area

3.13 Docks may not be used for repairs, painting, welding, sanding or maintenance of equipment, except for working docks in the Boatyard area and with prior coordination with Management.

3.13.1 Bottom cleaning is not allowed

3.13.2 Vessels may not be polished while in the water

3.13.3 Cleaning personnel may not use floating devices to clean the outside of the vessel

3.13.4 Cleaning vessel must not cause contaminants to reach bodies of water.

3.13.5 Permitted work (at the sole discretion of Management) may only be performed between the hours of 8:00 AM to 5:00 PM. Including Main Dock, Esplanade, and Working Docks.

3.13.6 Owners are responsible and liable for the acts or omissions of their employees, contractors or subcontractors.

3.14 In order to minimize risk to other vessels or to the environment, the Harbor Master shall have the sole authority to direct all salvage within the Marina facilities. The Harbor Master may, at their sole discretion, salvage or cause to be salvaged any sunken or disabled vessels and take the appropriate

measures to deal with actual or potential environmental pollution. **The vessel and/or its owner shall be responsible for the payment for all such work at listed rates.** No salvage operation shall be undertaken in the port without the express authorization of the Harbor Master, Dockmaster, or General Manager.

3.15 Only acceptable pleasure vessels in good condition and under their own power shall be permitted in the Marina at any time. All vessels must meet and comply with U.S. Coast Guard safety and equipment standards.

3.16 From time to time, Management may require any vessel to relocate for purposes of maintenance, repairs to Marina Facilities or special events. The Marina will provide adequate facilities while repairs or events are in progress until such time as the as Management deems it necessary.

3.17 All Wet Slip vessels shall be assigned a slip in the Marina. **Any vessel found occupying a slip without authorization from the Marina Administration will be fined \$250.00** and charged, in addition to their monthly dockage, any difference in price between their assigned slip and the slip they occupied without authorization.

3.18 Owner is responsible for inspecting (and will inspect from time to time) the assigned slip and inform management in writing should there be any problems with the slip.

4.0 CARTS & PARKING

4.1 Only motor vehicles specifically authorized in writing by the Marina security office may be driven in the wet slip facilities.

4.2 A speed limit of 5 MPH must be observed by all vehicles in the Marina. Posted restrictions on the use of vehicles in the Marina must be observed at all times.

4.3 All golf carts must have a permit issued by the Marina to be driven on the premises, by authorized employees only. Should you wish to apply for a golf cart permit please contact the Marina Security Office to see if you qualify.

4.3 Golf carts must be parked in specified areas assigned by Management at all times. **Golf carts found outside the designated parking area will be fined in the amount of \$50.00 dollars per occurrence.** Multiple violations could result in cart authorization being revoked.

4.4 Contractor and client golf carts are only allowed in the Main Dock of the Wet Slip Area. These golf carts may not be driven within the docks. Golf carts found inside the docks or slips shall be fined the amount of \$50.00 per day.

4.5 Parking in the Owners' parking area of the Marina shall be limited to one (1) car per vessel at any time. Leaving your vehicle in the parking area is at Owner's risk. Marina is not responsible for the car or its contents, such as radios, hubcaps, telephones, personal gear, etc. The Marina will issue one free parking sticker per vessel owner. Additional parking permits may be provided at a cost at Management's sole discretion and only if space is available.

4.6 **Any vehicle remaining on Marina property without a written agreement (for storage) for over fifteen (15) days will incur a charge of \$20.00/day and may be subject to towing at the owner's risk.** Any vehicle left over sixty (60) days will be considered abandoned and may be removed to the Police impoundment, or subject to foreclosure and/or other legal proceedings.

4.7 E-pass will be limited to one (1) per client. In order to qualify for an e-pass client must have valid insurance on file; account balance at 0; and an updated contract. An additional E-pass may be purchased for \$50.00 plus tax. For more information on the E-pass please contact customerservice@puertodelrey.com.

5.0 WASTE

5.1 No fuel, paint, acid, flammables, oily bilge water or any other substance that may pollute or affect the water shall be discharged into the Marina basin. Marine heads with overboard discharge will not be used in the Marina. Please use oil absorbents in the bilge. Non-contaminated used engine oil and used oil filters must be disposed of adequately. Please contact the Dock Master for information by calling (787) 860-1000 or by email at customerservice@puertodelrey.com.

5.2 If a vessel is found to have discharged any unauthorized substance, the Marina will be forced to refer them to the pertinent authorities.

5.3 Black and Grey water must not be pumped overboard into marina basin or intracoastal waters. Discharge of these fluids into waterways violates State and Federal law. The Marina has the facilities to pump out the sewage in holding tanks. Please contact the Dock Master for information and pricing.

5.4 Trash should be placed in the garbage disposal facilities on the docks and not thrown overboard in the Marina basin, nor on the side or in front of the boats, nor in the dock boxes. You must contact the Dock Master for the disposal of foreign garbage. **Any boat throwing garbage in any of the above will be fined \$500.00** and will be given a warning, should this continue to occur Management may, at its discretion, cancel the contract with said client. Please help us keep our Marina clean.

5.5 Expended solvents must be disposed of in proper containers, not in the dumpster or sewer.

5.6 Owner shall pay for all charges and expenses relating to the cleanup of any oil or other waste spilled or improperly disposed of by owner or owner's crew, mechanics, contractors, representatives, guests, or his/her vessel.

5.7 To comply with Law 172 of August 31, 1996 relating to used oil, all oil (including engine oil, transmission oil, etc.) replacement in vessels located at the Marina shall be performed by the Marina or other licensed oil recycling center approved by the Marina.

5.8 If any problems such as an oil spill are observed, the Harbor Master and Dock Master and/or the Security office must be notified immediately by email wetslip@puertodelrey.com security@puertodelrey.com or by phone (787) 860-1000.

6.0 FUELING

6.1 Vessels should remain at the Fuel Dock for the shortest time possible in order to allow other vessels to refuel.

6.2 All hatches, doors and other openings shall be closed during refueling so that fumes may be kept out of the vessel.

6.3 No smoking or open flames shall be allowed during refueling.

6.4 Only the operator of the vessel shall remain aboard during refueling.

6.5 All engines shall be turned off when refueling.

6.6 Vessel owner or authorized operator must attend hose nozzle at all times during refueling and will pump the fuel into the tank of the vessel.

6.7 **DO NOT OVERFILL.** Vessel owner must be careful not to cause any fuel spill. Should any fuel be spilled into the Marina basin, the owner should notify the Fuel Dock attendant and Harbor Master immediately and attempt to mitigate spill by using absorbents or other approved methods.

6.8 Owner should take all due precautions to avoid explosions, such as using ventilation blower, prior to restarting engines. Moreover, passengers should remain on shore until the engines have been safely restarted.

6.9 Vessel may not stay overnight in the Fuel Dock area.

7.0 NOISE

7.1 Loose halyards should be secured to minimize noise. Should halyards be loose for 24 or more Marina may remove or tighten them at Owners expense with a 24 hour written notification to Owners email on file.

7.2 Discretion is to be used when operating generators, machinery or any device, as not to disturb or annoy other persons.

7.3 Radio, music, and television should be kept at reasonable volume.

7.4 We request you be considerate of your neighbor and keep your noise level at a minimum. After 11:00 PM people remaining on boats must keep a low level of noise. **Marina personnel will give one warning, after the first warning owner can be fined in the amount of \$100.00, multiple fines may warrant further action (including cancellation of contract) from the Marina.**

8.0 DRY STORAGE REGULATIONS

8.1 All Marina Rules and Regulations apply to persons having vessels in Dry Stack.

8.2 Only authorized personnel will be allowed inside D/S storage area. **No one may live or sleep on vessel in Dry Stack area.**

8.3 The Marina vessel hoist will operate from 8:00 A.M. to 5:00 P.M. daily. There may be longer summer hours, as posted. **A charge will be made when vessels are hoisted or lowered more than once a day.**

8.4 Vessels arriving later than 5:00 P.M. may be left in the water overnight until they are hoisted at marina's schedule. Owner must be present. **Vessel may not block ramp.**

8.5 Owner shall be responsible to assure that plug is in when vessel is launched, and plug removed when vessel is lifted into stack. Marina is not responsible for lost, stolen, or misplaced plugs.

8.6 Vessel owners may clean their vessels while waiting to have them hoisted but will not be given more time to clean their vessels if their boat is to be hoisted.

8.7 The Marina is not responsible for drippings from vessels stacked above. Marina will serve as intermediate and contact Owners of both vessels to expedite resolution of the matter but it is up to the Owners to resolve the issue.

8.8 Owners wishing to perform work on their vessels must inform the Dry Stack office. For work such as:

8.8.1 Engine repairs, hull buffing, teak polish, etc., the Marina will place vessel on a working rack in the Dry Stack working area, lay day charges will apply.

8.8.2 For painting, sanding, fiberglass, power washing or gel coat repair, or other Boatyard work, the Marina shall place the vessel in the Boatyard with a Boatyard Order and Agreement form to be signed appropriate charges will apply. Work of this type can only be performed by Authorized Contractor. **No independent contractors are allowed to perform this type of work**

8.9 **It is the owner's responsibility to be present at the haul or launch and to assume the care, responsibility, control and prompt departure of his vessel.** Owner shall be liable for damage to hull attachments such as fathometers, transducers, trintabs, grounding plates, inboard propellers, shafts, struts or keels which may not be visible to the forklift or hauling operators. Damage to projections, which may impact or be impacted by racks, roofs or moving equipment, such as antennas, radar equipment, mounts, outriggers or convertible tops left in an upright or extended position shall be the sole responsibility of Owner. **Unattended vessels cannot be connected to electrical outlets. Any unattended vessel connected to outlet will be fined \$200.00.**

8.10 Owners may call the Marina to launch their vessels before they arrive, subject to Marina schedule constraints. Such launching will be made at owner's sole risk and responsibility. **If owner does not arrive within 15-30 minutes of scheduled arrival hour, vessel may be rehoisted, with a \$50.00 "Late Fee".**

8.11 Owners must use hose nozzles when washing their vessels in order to conserve water.

8.12 No one other than Marina personnel is permitted on forklift, travel lift, tractor or other equipment at any time.

8.13 Vessels from Dry Stack must be authorized by Dock Master to use dock space overnight in the wet slip area. **If using said space without authorization, owner will be charged double and will pay an additional \$250.00 penalty.**

8.14 Vessel Owner acknowledges that the assignment of any rack or space entitles the Owner's vessel to the use of that specific space. The Marina reserves the right to move Vessels to different racks or beds.

8.15 If Vessel owner's account is 60 days or more in default Marina reserves the right to relocate Owners vessel to the 15 acres or the 10 acres. Once vessel is moved it will lose its assigned space and be placed on a waitlist until a rack becomes available.

8.16 In the event Vessel is leaking Marina will notify Vessel Owner via email. Vessel Owner will have 3 days to remedy the situation before Marina relocates vessel to the 10 acres.

8.17 In the event Marina has to clean up any spill or leaks emanating from Owner's vessel. Vessel Owner shall be liable for the cost of material and labor incurred by the Marina in spill and leak clean up.

9.0 BOATYARD AND LAND STORAGE REGULATIONS

9.1 Vessels in land storage are stored for a period over four (4) months for the sole purpose of dry storage. There is no water or power available at the storage location, nor may any work be performed on such vessels. Charges for land storage are on a monthly basis and are substantially lower than those of the Boatyard. These vessels do not consume utilities, do not produce garbage, and may be stored close together.

9.2 Vessels in Boatyard are those vessels which are hauled out to be worked on for periods varying from hours to months. Work may be performed by one or more of the authorized contractors/lessees or by the owner and his regular crew. Charges for storage of such vessels is made on the basis of "lay days". These vessels may use both water and electricity charged separately.

9.3 Any vessel in land storage may be deemed to be in Boatyard and charged lay days if it is worked on, and/or consumes electricity. Work may not start on a land storage vessel without prior permission of Boatyard Manager, as it may cause harm to adjacent vessels.

9.4 All Marina Rules and Regulations apply to land storage and Boatyard with the exception that such vessels need not be seaworthy.

9.5 The Marina does not rent ladders in Boatyard. The contractor must have his own or lease them. The owner working on his vessel must procure ladders at his own expense. The ladders in land storage belonging to the Marina are for the exclusive use of the Marina employees.

9.6 Yard working hours are from 8:00 A.M. to 5:00 P.M. except certain holidays and special occasions. Spray painting, sandblasting and welding are only allowed by approved contractors. This must be done

in an area which is environmentally compatible and approved by the Marina and solid residue must be properly disposed of by the contractor.

9.7 It is the Owner or his agent's responsibility to be present at the haul or launch and to assume the care, responsibility, control and prompt departure of the vessel. Authorized contractors or vessel owners will provide protective paper for travel lift slings.

9.8 Any vessel found at the Boatyard, including the work docks, without a valid Boatyard Order and Agreement will be charged double the posted rates. We provide haul-out facilities for vessels in the Marina to the Boatyard. It is not intended that non-dry stack vessels go through our land facility to be transported elsewhere by road. Our haul-out prices are for delivering vessels to our Boatyard and land storage facilities within the Marina and are priced accordingly. Any request for our equipment or other's equipment for placing a non-dry stack vessel on a trailer or other conveyance to be taken out of the Marina will have an "export fee" as set in the yard rate schedule, in addition to the normal haul-out fee.

9.9 Removed paint chips and sanding debris must be captured and collected. This debris must not be allowed to enter the water or lay on the ground and may not be left where it might be exposed to rain water. Vessel Owners or contractors that are sanding or removing paint, barnacles and/or other debris from their vessels must cover the ground below and around their vessel with plastic in order to collect the debris. Owners and contractors that do not adhere to this practice will be fined \$500.

9.10 Additional requirements for Land Storage are stated in the Hurricane Tie Down Notes incorporated herein.

9.11 Trailer Boats and Trailers

9.11.1 No trailers of any type shall be allowed on the Marina premises without the authorization of Management and may only be stored by contract. Trailers abandoned for more than thirty (30) days may be sold or otherwise disposed of by the Marina **without notice**. Trailers must be registered at the Customer Service office once it enters the Marina.

9.11.2 Waiting line for hauling of trailer boat vessels is made upon arrival at ramp.

9.11.3 Trailer Boats arriving after operation hours must tie onto floating dock and be removed by owner on the next day at 9:00 AM.

9.11.4 Trailers must be in optimal conditions and provide proper registration. Optimal conditions include:

- Full tires
- Sturdy axels
- Chains
- Hitch

10.0 Cancellations

10.1 If Owner desires to cancel his contract with the Marina he/she must do so in writing or via email. All Cancellations must be sent to customerservice@puertodelrey.com or cancelations@puertodelrey.com or via mail to Marina Puerto Del Rey 4900 Road #3 Km. 51.4 Fajardo, Puerto Rico 00738.

10.2 In order to process the cancelation Owner must:

- a. Have his/her account balance at \$0;
- b. Leave the walkway and dock box free of any equipment, trash or debris;
- c. Remove vessel from the Marina; and
- d. Return client ID card and e-pass at the security office. Failure to return the ID and e-pass will incur in a \$75 charge.

10.3 Upon canceling Owner has three (3) days to remove all belongings and/or trash from their Dock Box. Any items left in the dock box will be deemed abandoned and disposed of by Marina. Owner will be charged a \$50 disposal fee.

10.4 Owner must remove vessel from Marina upon canceling. Vessels that remain in the Marina after cancelling will be charged transient rates.

10.5 Should Owner sell their vessel they are responsible for new the owner either removing the vessel from the Marina or should the vessel remain in the Marina signing a VLSA. Management cannot process the cancelation until one of the aforementioned has taken place.

11. Spills and Leaks

11.1 In the event Vessel is leaking any pollutant substance in the Dry Stack area the Marina's Customer Service Office will notify the Vessel Owner via email and/or telephone. In the Dry Stack area Marina personnel will immediately move the vessel to the 15 acres. Vessel Owner will have 3 days in the 15 acres free or charge in order to remedy the situation. The three days will commence the day after the vessel is moved. Should the vessel remain in the 15 acres for more than 3 days it will begin to incur in lay day charges.

11.2 In the event that a vessel in the wet slip is leaking a polluting substance Marina Customer Service Office will notify the Vessel Owner via telephone and/or email. Marina personnel will proceed to mitigate the contamination of the Bay. This will be at owners cost. If Marina is forced to haul out the vessel, Owner will be liable for all boatyard charges incurred. Said vessels will begin to incur in lay days from the first day they are hauled out. There is no 3 day grace period.

11.3 In the event Marina has to clean up any spill or leaks emanating from Owner's vessel, Vessel Owner shall be liable for the cost of material and labor incurred by the Marina for clean-up.

By Signing the VSLA, Owner agrees to abide by all rules and regulations stated herein and any other rules and regulations of the Marina. Owner also agrees and authorizes to be charged for any fines incurred as a result of violations of the above rules. Furthermore, should the Marina incur fines from government agencies due to Owners violations of the Administrative Orders or the Laws to which the Marina is subject to, Owner agrees to repay the Marina for those fines.